

# **EXHIBIT B**

**Complaint to Trans Union, LLC**

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY PENNSYLVANIA**

AMANDA PAPE-COOPER,

CIVIL DIVISION

*Plaintiff,*

**ELECTRONICALLY FILED**

vs.

Case No. GD-21-005771

T.D. BANK USA, N.A.,

*Defendant,*

and,

TRANSUNION, LLC

*Defendant.*

**COMPLAINT IN CIVIL ACTION**

AND NOW, comes Plaintiff, Amanda Pape-Cooper, by and through the undersigned counsel, J.P. Ward & Associates, LLC and, specifically, Joshua P. Ward, Esquire, who files the within Complaint in Civil Action against Defendant, T.D. Bank USA, N.A., and Defendant, TransUnion, LLC, of which the following is a statement:

**PARTIES**

1. Plaintiff, Amanda Pape-Cooper (hereinafter "Amanda Pape-Cooper"), is an adult individual who currently resides at 1585 Hillcrest Ave., Washington, PA 15301.
2. Defendant, T.D. Bank USA, N.A., (hereinafter "TD Bank"), is a corporation with its principal place of business located at 7000 Target Parkway North, MS-NCB-0464, Brooklyn Park, Minnesota 55445.

3. Defendant TransUnion, LLC (“TransUnion”), is a corporate entity that regularly conducts business in the Western District of Pennsylvania and has a principal place of business at 555 West Adams Street, Chicago, Illinois 60661.

#### **JURISDICTION AND VENUE**

4. Jurisdiction is proper as Plaintiff brings this lawsuit under the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681, *et seq.*

5. Venue is proper pursuant to Pa.R.C.P. 2179(a)(2) because Defendants regularly conduct business in Allegheny County, Pennsylvania, and because Defendants are subject to general jurisdiction of Allegheny County, Pennsylvania.

#### **PROCEDURAL HISTORY AND FACTUAL ALLEGATIONS**

6. On April 12, 2019, TD Bank, filed a Civil Complaint against Amanda Pape-Cooper in Magisterial District Court at Docket Number: MJ-27305-cv-0000099-2019. A true and correct copy of the Docket is attached hereto, made a part hereof, and marked as Exhibit “A”.

7. In response to the aforesaid lawsuit, Amanda Pape-Cooper engaged The Law Firm of Fenters Ward for representation.

8. On May 8, 2019, The Law Firm of Fenters Ward served TD Bank with a letter, (hereinafter, the “First Dispute Letter”) wherein TD Bank was informed of the disputed nature regarding the alleged debt and that Amanda Pape-Cooper was represented by counsel. A true and correct copy of the First Dispute Letter is attached hereto, made a part hereof, and marked as Exhibit “B”.

9. This First Dispute Letter stated that Amanda Pape-Cooper “denie[d] owing TD Bank any amount of money” and informed TD Bank that Amanda Pape-Cooper disputed any and all “Debts” TD Bank claimed to possess. See Exhibit “B”.

10. “Debts” as defined within the First Dispute Letter delineated and included “any related debt(s) and/or credit account(s) your company [T.D. Bank USA] claims to have, sold, purchased and/or assigned from yourself, another creditor, debt buyer or other entity as of the date of this letter. See Exhibit “B”.

11. Therefore, Amanda Pape-Cooper informed TD Bank of her dispute with the validity of any obligation allegedly owed to TD Bank.

12. The First Dispute Letter further demanded “proof of liability, accounting and ownership of these alleged accounts” and delineated “the proof shall include any agreements and amended thereto, any other written or signed documents agreed to by my client, as well as, a complete history of billing statements reflecting how you calculated the current amount claimed, owed, reported to the collection and/or credit agencies and complete copies of any assignment documentation evidencing your ownership rights to the specific accounts.” See Exhibit “B”.

13. TD Bank subsequently failed to provide any of the requested documentation to verify any alleged debts.

14. On May 8, 2019, The Law Firm of Fenters Ward filed an Entry of Appearance and an Intent to Defend on Amanda Pape-Cooper’s behalf. True and correct copies of the Entry of Appearance and Notice of Intent to Defend are attached hereto, made a part hereof, and marked as Exhibit “C”.

15. On June 6, 2019, a Civil Action Hearing was held before the Honorable David Mark, Magisterial District Judge. See Exhibit “A”.

16. On June 6, 2019, at the conclusion of the Civil Action hearing, Judge David Mark granted a JUDGMENT FOR PLAINTIFF. A true and correct copy of the Judgment is attached hereto, made a part hereof, and marked as Exhibit "D".

17. On June 10, 2019, The Law Firm of Fenters Ward timely appealed the Magisterial District Court's judgment in the Court of Common Pleas of Washington County at docket number 2019-2795. A true and correct copy of the Notice of Appeal is attached hereto, made a part hereof, and marked as Exhibit "E".

18. On May 19, 2020, upon TD Bank's failure to file an Amended Complaint, Amanda Pape-Cooper filed a Praecipe to Dismiss with Prejudice. A true and correct copy of the Praecipe is attached hereto, made a part hereof, and marked as Exhibit "F".

19. On May 28, 2020, The Law Firm of Fenters Ward sent documentation to Equifax, Experian, and TransUnion regarding the trade line associated with the alleged debt relevant to the Magisterial District Judge and Court of Common Pleas of Allegheny County proceedings debt disputing the validity of said debt. True and correct copies of the documentation, (hereinafter, the "Notice of Disputed Trade Line Letters") are attached hereto, made a part hereof, and marked as Exhibit "G".

20. These Notice of Disputed Trade Line Letters referenced "Amanda Pape-Cooper", the alleged account number associated with the alleged and disputed trade line, the alleged amount, as well as personal information belonging to Amanda Pape-Cooper. See Exhibit "G".

21. The Notice of Disputed Trade Line Letters explicitly stated "THIS LETTER SHALL SERVE AS FORMAL NOTIFICATION OF THE CONSUMER'S DISPUTE OF THE ASSOCIATED TRADE LINE REFERENCED IN THE SUBJECT LINE HEREINABOVE." See Exhibit "G".

22. The Notice of Disputed Trade Line Letter further explicitly stated, in reference to the First Dispute Letter, "WE HAVE NOTIFIED THE CREDITOR AND/OR FURNISHER OF THIS DISPUTE NOTICE, AND HAVE DISPUTED THE VALIDITY OF THE OBLIGATION IN ITS ENTIRETY WITH THE FURNISHER/CREDITOR." See Exhibit "G".

23. Furthermore, the Notice of Disputed Trade Line Letters stated "KINDLY NOTIFY THE FURNISHER OF THE CONSUMER'S DISPUTE PURSUANT TO 15 U.S.C. § 1681i(A)(2)." See Exhibit "G".

24. The abovementioned language contained within the Notice of Disputed Trade Line Letters possessed sufficient information and language to trigger a credit reporting agency's duties to notify the furnisher of the dispute under 15 U.S.C. § 1681i(a)(2).

25. Furthermore, the Notice of Disputed Trade Line Letters possessed sufficient information for a furnisher to investigate and report the disputed nature of the trade line under 15 U.S.C. § 1681s-2b.

26. Upon information and belief, TransUnion received the abovementioned Notice of Dispute.

27. TransUnion therefore possessed a duty to conduct a reasonable reinvestigation of the information contained in Amanda Pape-Cooper's file under 15 U.S.C. § 1681i(a)(1) of the FCRA.

28. TransUnion further possessed a duty to provide notification of said dispute to TD Bank pursuant to its statutory duties contained within 15 U.S.C. § 1681i(a)(2) of the FCRA.

29. On June 27, 2020, TD Bank willfully caused false and inaccurate information about Amanda Pape-Cooper to be furnished to Transunion when TD Bank reported the tradeline associated with the alleged and disputed debt as "Pay Status: >Charged Off<" in violation of §

1681s-2b(1)(E)(i) of the FCRA. A true and correct copy of the trade line is attached hereto, made a part hereof, and marked as Exhibit "H".

30. TD Bank owed Amanda Pape-Cooper a duty to modify the trade line to reflect the disputed status of the alleged and disputed account and failure to do so violated § 1681s-2(b)(E)(1)(i) of the FCRA. This failure comes after a notification of its duty to do so under § 1681s-2(b)(1).

31. Upon information and belief, TD Bank's failure to modify the trade line to reflect its disputed nature comes after a failure to undertake a reasonable investigation regarding Amanda Pape-Cooper's dispute.

32. Upon information and belief, had TD Bank reasonably investigated Amanda Pape-Cooper's dispute, TD Bank would have reviewed the First Dispute Letter and would possess the Notice of Dispute of Trade Line Letters Amanda Pape-Cooper mailed to Equifax, Experian, and TransUnion.

33. These letters each explicitly state that Amanda Pape-Cooper disputed the alleged debt and the validity of the alleged obligation in the entirety. See Exhibits "B" and "G".

34. Therefore, TD Bank possessed sufficient information of Amanda Pape-Cooper's specific dispute of the alleged debt. See Exhibits "B" and "G".

35. The Third Circuit has found "'inaccurate' information, in the FCRA context, refers to information that either is factually incorrect or creates a misleading impression. *Hillis v. Trans Union, LLC*, 969 F.Supp.2d 419, 421 (E.D.Pa.,2013)

36. TD Bank subsequently failed to mark the trade line associated with the alleged and disputed debt as "disputed", despite possessing sufficient information to do so, and therefore published inaccurate and incorrect information concerning the abovementioned tradeline.

37. It logically follows TD Bank failed to conduct a reasonable investigation into Amanda Pape-Cooper's dispute with the abovementioned trade line given the ample evidence available to TD Bank sufficient to draw the conclusion that Amanda Pape-Cooper disputed the validity of the alleged debt thereby necessitating a reporting of "disputed" on the trade line associated with the alleged and disputed debt.

38. Amanda Pape-Cooper sufficiently "disputed" the alleged debt upon providing notice of said dispute to TD Bank itself and to Equifax, Experian, and TransUnion in the abovementioned Notices of Dispute Letters. See Exhibit "G".

39. The language contained within the Notice of Disputed Trade Line Letters possessed sufficient information to trigger a credit reporting agency's duties under 15 U.S.C. § 1681i(a)(2) and subsequently a furnisher's duty to investigate under 15 U.S.C. § 1681s-2b of the FCRA. See Exhibit "G". Upon information and belief, TransUnion provided TD Bank with notice of said dispute.

40. TD Bank failed to report the disputed nature of the trade line associated with the alleged and disputed debt at any point in time following Amanda Pape-Cooper's Notice of Dispute of Trade Line notification. See Exhibit "H".

41. Therefore, TD Bank published patently incorrect and therefore inaccurate and incomplete information as the trade line associated with the alleged and disputed debt did not reflect its "disputed" nature following Amanda Pape-Cooper's dispute. See Exhibit "H".

42. TD Bank owed Amanda Pape-Cooper a duty to modify the trade line to reflect the disputed status of the alleged and disputed account and failure to do so violated § 1681s-2(b)(E)(1) of the FCRA. See Exhibit "H".



43. TD Bank willfully caused false and inaccurate information about Amanda Pape-Cooper to be furnished to Transunion when TD Bank failed to remove the trade line pertaining to the alleged and extinguished debt: in violation of § 1681s-2(b)(1)(E)(ii) of the FCRA. See Exhibit "H".

**COUNT I**  
**VIOLATIONS OF THE FCRA, 15 U.S.C. § 1681, *et seq.***  
**AMANDA PAPE-COOPER vs. TD BANK**

44. Plaintiff incorporates the allegations contained in the paragraphs, above, as if fully set forth at length herein.

45. Amanda Pape-Cooper is a "consumer" as defined by § 1681a(c) of the FCRA. 15 U.S.C. § 1681a(c).

46. T.D. Bank are "persons" as defined by § 1681a(b) of the FCRA. 15 U.S.C. § 1681a(b).

47. Section 1681s-2(b)(1) of the FCRA provides:

After receiving notice pursuant to section 1681i(a)(2) of this title of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, the person shall:

(A) conduct an investigation with respect to the disputed information;

(B) review all relevant information provided by the consumer reporting agency pursuant to section 1681i(a)(2) of this title;

(C) report the results of the investigation to the consumer reporting agency;

(D) if the investigation finds that the information is incomplete or inaccurate, report those results to all other consumer reporting agencies to which the person furnished the information and that compile and maintain files on consumers on a nationwide basis; and

(E) if an item of information disputed by a consumer is found to be inaccurate or incomplete or cannot be verified after any reinvestigation under paragraph (1), for purposes of reporting to a consumer reporting agency only, as appropriate, based on the results of the reinvestigation promptly --

- (i) modify that item of information;
- (ii) delete that item of information; or
- (iii) permanently block the reporting of that item of information.

15 U.S.C. § 1681s-2(b)1 of the FCRA.

48. On May 8, 2019, The Law Firm of Fenters Ward served TD Bank with the First Dispute Letter whereby TD Bank was informed of Amanda Pape-Cooper's dispute with the validity of any obligation allegedly owed to TD Bank. See Exhibit "B".

49. On May 28, 2020, The Law Firm of Fenters Ward sent Notices of Dispute of Trade Line Letters to Equifax, Experian, and TransUnion regarding the trade line associated with the aforementioned alleged and disputed debt. See Exhibit "G".

50. Upon information and belief, TransUnion received the Notice of Dispute of Trade Line Letter and subsequently notified TD Bank of Amanda Pape-Cooper's dispute of the relevant trade line.

51. These Notice of Disputed Trade Line Letters referenced "Amanda Pape-Cooper", the alleged account number associated with the disputed trade line, the alleged amount, as well as personal information belonging to Amanda Pape-Cooper. See Exhibit "G".

52. The Notice of Disputed Trade Line Letters explicitly stated "THIS LETTER SHALL SERVE AS FORMAL NOTIFICATION OF THE CONSUMER'S DISPUTE OF THE ASSOCIATED TRADE LINE REFERENCED IN THE SUBJECT LINE HEREINABOVE." See Exhibit "G".

53. Furthermore, the Notice of Disputed Trade Line Letters stated "KINDLY NOTIFY THE FURNISHER OF THE CONSUMER'S DISPUTE PURSUANT TO 15 U.S.C. § 1681i(A)(2)." See Exhibit "G".

54. These Notices of Dispute of Trade Line Letters possessed sufficient information necessary for TD Bank to identify the trade line Amanda Pape-Cooper disputed.

55. Upon information and belief, TD Bank failed to conduct a reasonable investigation into Amanda Pape-Cooper's dispute as TD Bank failed to report the disputed nature of the trade line as delineated above. See Exhibit "H".

56. TD Bank possessed a duty under § 1681s-2b(1)(E)(i) to modify the trade line on TransUnion associated with the alleged and disputed debt to reflect its disputed nature.

57. TD Bank failed to reflect the disputed nature of the trade line associated with the alleged and disputed debt and accordingly violated § 1681s-2b(1)(E)(i) of the FCRA.

58. Further, TD Bank failed to delete the trade line associated with the alleged and extinguished debt upon its extinguishment and unenforceability and failure to do so violated § 1681s-b(1)(E)(ii). This failure comes after a notification of its duty to do so under § 1681i(a)(2).

59. Therefore, TD Bank USA willfully caused false and inaccurate information about Amanda Pape-Cooper to be furnished to Transunion when TD Bank reported the alleged and disputed debt as "Pay Status: >Charged Off<" in violation of § 1681s-2b(1)(i) of the FCRA. See Exhibit "H".

60. Section 1681n(a) of the FCRA provides:

Any person who willfully fails to comply with any requirement imposed under this subchapter with respect to any consumer is liable to that consumer in an amount equal to the sum of--(1)(A) any actual damages sustained by the consumer as a result of the failure or damages of not less than \$100 and not more than \$1,000; or (B) in the case of liability of a natural person for obtaining a consumer report under false pretenses or knowingly without a permissible purpose, actual damages sustained by the consumer as a result of the failure or \$1,000, whichever is greater;

(2) such amount of punitive damages as the court may allow; and

(3) in the case of any successful action to enforce any liability under this section, the costs of the action together with reasonable attorney's fees as determined by the court.

15 U.S.C. § 1681n(a) of the FCRA.

61. As a direct and proximate result of TD Bank's violations of § 1681s-2(b)(1)(E) of the FCRA, Amanda Pape-Cooper has suffered annoyance, anxiety, embarrassment, emotional distress, and severe inconvenience.

WHEREFORE, Plaintiff, Amanda Pape-Cooper, respectfully requests that this Honorable Court enter judgment in their favor and against Defendant, T.D. Bank USA, N.A., and enter an award of monetary damages as described herein, including an award for actual damages, statutory damages pursuant to 15 U.S.C. § 1681n(a), costs and attorney's fees pursuant to 15 U.S.C. § 1681n(a), and such other and further relief as this Honorable Court deems just and proper.

**COUNT II**  
**VIOLATIONS OF THE FCRA, 15 U.S.C. § 1681, et seq.**  
**AMANDA PAPE-COOPER vs. TRANSUNION**  
*pled in the alternative*

62. Plaintiff incorporates the allegations contained in the paragraphs, above, as if fully set forth at length herein.

63. TransUnion is a consumer reporting agency as defined by 15 U.S.C. § 1681a(f) of the FCRA.

64. Section 15 U.S.C. § 1681(i)(a) of the FCRA provides:

(2) Prompt notice of dispute to furnisher of information.—

(A) In general.--Before the expiration of the 5-business-day period beginning on the date on which a consumer reporting agency receives notice of a dispute from any consumer or a reseller in accordance with paragraph (1), the agency shall provide notification of the dispute to any person who provided any item of information in dispute, at the address and in the manner established with the person. The notice shall include all relevant information regarding the dispute that the agency has received from the consumer or reseller.

(B) Provision of other information.--The consumer reporting agency shall promptly provide to the person who provided the information in dispute all relevant information regarding the dispute that is received by the agency from the consumer or

the reseller after the period referred to in subparagraph (A) and before the end of the period referred to in paragraph (1)(A).

15 U.S.C. § 1681(i)(a) of the FCRA.

65. On May 28, 2020, Amanda Pape-Cooper furnished TransUnion with documentation delineating a dispute with the These Notice of Disputed Trade Line Letters referenced “Amanda Pape-Cooper”, the alleged account number associated with the disputed trade line, the alleged amount, as well as personal information belonging to Amanda Pape-Cooper. See Exhibit “G”.

66. The Notice of Disputed Trade Line Letters explicitly stated “THIS LETTER SHALL SERVE AS FORMAL NOTIFICATION OF THE CONSUMER’S DISPUTE OF THE ASSOCIATED TRADE LINE REFERENCED IN THE SUBJECT LINE HEREINABOVE.” See Exhibit “G”.

67. Furthermore, the Notice of Disputed Trade Line Letters stated “KINDLY NOTIFY THE FURNISHER OF THE CONSUMER’S DISPUTE PURSUANT TO 15 U.S.C. § 1681i(A)(2).” See Exhibit “G”.

68. Following the abovementioned Notices of Dispute of Trade Line Letters possessed TransUnion possessed a duty to provide TD Bank with notice of Amanda Pape-Cooper’s dispute with the alleged and disputed tradeline.

69. TransUnion therefore possessed a duty to conduct a reasonable reinvestigation of the information contained in Amanda Pape-Cooper’s file under 15 U.S.C. § 1681i(a)(1) of the FCRA.

70. TransUnion further possessed a duty to provide notification of said dispute to TD Bank pursuant to its statutory duties contained within 15 U.S.C. § 1681i(a)(2) of the FCRA.

71. Upon information and belief, TransUnion failed to conduct a reasonable reinvestigation of the information and to provide notification of Amanda Pape-Cooper's dispute and thereby violated 15 U.S.C. § 1681i(a) of the FCRA.

72. Upon information and belief, TransUnion failed to establish or follow reasonable procedures to assure maximum possible accuracy concerning the alleged and disputed tradeline following Amanda Pape-Cooper's dispute.

73. Upon information and belief, TransUnion failed to promptly and adequately investigate the alleged and disputed information following Amanda Pape-Cooper's dispute with the alleged and disputed tradeline.

74. TransUnion failed to note in the credit report that Amanda Pape-Cooper disputed the accuracy of the information. See Exhibit "H".

75. Upon information and belief, TransUnion failed to take adequate steps to verify information TransUnion had reason to believe was inaccurate before including it in Amanda Pape-Cooper's credit report.

76. Upon information and belief, TransUnion possessed a duty to provide any and all documentation pertaining to Amanda Pape-Cooper's dispute of the alleged tradeline and its failure to do so violated 15 U.S.C. § 1681i(a) of the FCRA.

77. Upon information and belief, TransUnion failed to promptly provide all relevant information regarding the dispute to TD Bank in violation of 15 U.S.C. § 1681(i)(a).

78. Section 1681n(a) of the FCRA provides:

Any person who willfully fails to comply with any requirement imposed under this subchapter with respect to any consumer is liable to that consumer in an amount equal to the sum of--(1)(A) any actual damages sustained by the consumer as a result of the failure or damages of not less than \$100 and not more than \$1,000; or (B) in the case of liability of a natural person for obtaining a consumer

report under false pretenses or knowingly without a permissible purpose, actual damages sustained by the consumer as a result of the failure or \$1,000, whichever is greater;

(2) such amount of punitive damages as the court may allow; and  
(3) in the case of any successful action to enforce any liability under this section, the costs of the action together with reasonable attorney's fees as determined by the court.

15 U.S.C. § 1681n(a) of the FCRA.

79. As a direct and proximate result of TransUnion's violations of the FCRA, Amanda Pape-Cooper has suffered annoyance, anxiety, embarrassment, emotional distress, and severe inconvenience.

WHEREFORE, Plaintiff, Amanda Pape-Cooper, respectfully requests that this Honorable Court enter judgment in their favor and against Defendant, TransUnion, LLC, and enter an award of monetary damages as described herein, including an award for actual damages, statutory damages pursuant to 15 U.S.C. § 1681n(a), costs and attorney's fees pursuant to 15 U.S.C. § 1681n(a), and such other and further relief as this Honorable Court deems just and proper.

**JURY TRIAL DEMANDED UPON APPEAL OR REMOVAL.**

Respectfully submitted,

**J.P. WARD & ASSOCIATES, LLC**

Date: May 24, 2021

By: 

Joshua F. Ward (Pa. I.D. No. 320347)

Kyle H. Steenland (Pa. I.D. No. 327786)

J.P. Ward & Associates, LLC  
The Rubicon Building  
201 South Highland Avenue  
Suite 201  
Pittsburgh, PA 15206

DR 07/27/2021 (00JC47) 192.120611.11007932

Counsel for Plaintiff



DR 07/27/2021 (00JC47) 193.120611.11007932

# EXHIBIT A

# Magisterial District Judge 27-3-05

## DOCKET

Docket Number: MJ-27305-CV-0000099-2019

## Civil Docket



TD BANK USA N.A.  
v.  
Amanda R. Pape-Cooper

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### CASE INFORMATION

<u>Judge Assigned:</u>	Magisterial District Judge Vacant MDJ	<u>File Date:</u>	04/12/2019
	27-3-05		
<u>Claim Amount:</u>	\$2,517.96	<u>Case Status:</u>	Closed
<u>Judgment Amount:</u>	\$2,655.71	<u>County:</u>	Washington

### CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>			<u>Judge Name</u>	<u>Schedule</u>
<u>Event Type</u>	<u>Start Date</u>	<u>Start Time</u>	<u>Room</u>		<u>Status</u>
Civil Action Hearing	05/15/2019	1:00 pm		Magisterial District Judge David W. Mark	Continued
Civil Action Hearing	06/06/2019	11:15 am		Magisterial District Judge David W. Mark	Scheduled

### CASE PARTICIPANTS

<u>Participant Type</u>	<u>Participant Name</u>	<u>Address</u>
Defendant	Pape-Cooper, Amanda R.	Washington, PA 153011229
Plaintiff	TD BANK USA N.A.	Canonsburg, PA 15317

### DISPOSITION SUMMARY

<u>Docket Number</u>	<u>Plaintiff</u>	<u>Defendant</u>	<u>Disposition</u>	<u>Disposition Date</u>
MJ-27305-CV-0000099-2019	TD BANK USA N.A.	Amanda R. Pape-Cooper	Judgment for Plaintiff	06/06/2019

### CIVIL DISPOSITION / JUDGMENT DETAILS

Disposition Date: 06/06/2019 Monthly Rent: \$0.00

<u>Defendant(s)</u>	<u>Plaintiff(s)</u>	<u>Disposition</u>	<u>Joint/Several Liability</u>	<u>Individual Liability</u>	<u>Net Judgment</u>
Amanda R. Pape-Cooper	TD BANK USA N.A.	Judgment for Plaintiff	\$0.00	\$2,655.71	\$2,655.71

### Judgment Components:

<u>Type</u>	<u>Amount</u>	<u>Deposit Amount</u>	<u>Adjusted Amount</u>
Civil Judgment	\$2,517.96	\$0.00	\$2,517.96
Filing Fees	\$137.75	\$0.00	\$137.75

\* Is Joint/Several

MDJS 1200

Printed: 06/06/2019 4:24 pm

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## Magisterial District Judge 27-3-05

## DOCKET

Docket Number: MJ-27305-CV-0000099-2019

## Civil Docket



TD BANK USA N.A.  
v.  
Amanda R. Pape-Cooper

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## ATTORNEY INFORMATION

## Private

Name: Gregg Lawrence Morris, Esq.  
Representing: TD BANK USA N.A.  
Counsel Status: Active - Entry of Appearance  
Supreme Court No.: 069006  
Phone No.: 412-429-7675  
Address: Patenaude & Felix, A.P.C.  
501 Corporate Drive  
Suite 2015  
Canonsburg, PA 15317  
Entry of Appearance Filed Dt: 04/12/2019  
Withdrawal of Entry of Appearance Filed Dt:

## Private

Name: Brian J. Fenters, Esq.  
Representing: Pape-Cooper, Amanda R.  
Counsel Status: Active - Entry of Appearance  
Supreme Court No.: 320202  
Phone No.: 412-545-3016  
Address: The Law Firm of Fenters Ward  
201 South Highland Ave Suite 201  
Pittsburgh, PA 15206  
Entry of Appearance Filed Dt: 05/09/2019  
Withdrawal of Entry of Appearance Filed Dt:

## Private

Name: Bryan Jon Polas, Esq.  
Representing: TD BANK USA N.A.  
Counsel Status: Active - Entry of Appearance  
Supreme Court No.: 322175  
Phone No.: 412-429-7675  
Address: Patenaude & Felix, A.P.C.  
501 Corporate Drive Suite 205  
Canonsburg, PA 15317  
Entry of Appearance Filed Dt: 04/12/2019  
Withdrawal of Entry of Appearance Filed Dt:

## DOCKET ENTRY INFORMATION

Filed Date	Entry	Filer	Applies To
06/06/2019	Judgment for Plaintiff	Magisterial District Court 27-3-05	Amanda R. Pape-Cooper, Defendant
06/06/2019	Judgment Entered	Magisterial District Court 27-3-05	Amanda R. Pape-Cooper, Defendant
05/09/2019	Intent to Defend Filed	Amanda R. Pape-Cooper	Amanda R. Pape-Cooper, Defendant
05/09/2019	Entry of Appearance Filed	Brian J. Fenters, Esq.	Amanda R. Pape-Cooper, Defendant
05/02/2019	Certified Civil Complaint Accepted	Magisterial District Court 27-3-05	Amanda R. Pape-Cooper, Defendant
04/18/2019	Certified Civil Complaint Issued	Magisterial District Court 27-3-05	Amanda R. Pape-Cooper, Defendant
04/12/2019	Entry of Appearance Filed	Gregg Lawrence Morris, Esq.	TD BANK USA N.A., Plaintiff
04/12/2019	Civil Complaint Filed	TD BANK USA N.A.	

DR 07/27/2021 (00JC47) 196.120611.11007932

# EXHIBIT B

DR 07/27/2021 (001C47) 197.120611.11007932



THE LAW FIRM OF  
**FENTERS WARD**  
 AIM TO WIN

201 SOUTH HIGHLAND AVE., SUITE 201  
 PITTSBURGH, PA 15206

BRIAN FENTERS, ESQ.  
 JOSHUA WARD, ESQ.

MANAGING PARTNERS

412-545-3016 OFFICE  
 412-540-3399 FAX

May 8, 2019

TD Bank USA N.A.  
 %Gregg Lawrence Morris, Esq.  
 Patenaude & Felix APC  
 501 Corporate Drive  
 Southpointe Center Suite 205  
 Canonsburg, PA 15317

**Sent via U.S. Mail**

Re: Our Client: Amanda R. Pape-Cooper  
 Docket Number: MJ-27305-CV-0000099-2019  
 Account #'s: xxx

To Whom It May Concern:

Please accept this letter as confirmation of my representation of **Amanda R. Pape-Cooper** with a current address of **1582 Hillcrest Ave., Washington, PA 15301**. My representation of the above-mentioned client includes any related debt(s) and/or credit account(s) your company claims to have, sold, purchased and/or assigned from yourself, another creditor, debt buyer or other entity as of the date of this letter (the "Debts"). Please cease and desist any further communications with my client as it relates to the collection of Debts.

According to my client, your company has been reporting the above-referenced accounts to collection and/or credit agencies. My client denies owing **TD BANK USA N.A.** any amount of money and demands proof of liability, accounting and ownership of these alleged accounts. The proof shall include any agreements and any amendments thereto, any other written or signed documents agreed to by my client, as well as, a complete history of billing statements reflecting how you calculated the current amount claimed, owed, reported to the collection and/or credit agencies and complete copies of any assignment documentation evidencing your ownership rights to the specific accounts.

Pursuant to the Consumer Financial Protection Act (CFPA) 12 U.S.C. 5533(a) and the Fair Debt Collection Practices Act (FDCPA) 15 U.S.C. § 1692 *et seq.* we request that you provide additional documents related to the Debt you claim is owed by our client:

1. the original account-level documentation reflecting all purchases, payments, or other actual uses of the account;
2. a document signed by our client evidencing the opening of the account forming the basis for the debt;
3. the name of the creditor at the time of charge-off, including the name under which the creditor did business with our client;

4. the last four digits of the account number associated with the debt at the time our client's last monthly account statement, or, if not available, at the time of charge-off; the charge-off balance;
5. TD BANK USA N.A. method of calculating any amount claimed in excess of the charge-off balance;
6. a copy of the statement where TD BANK USA N.A. offered to provide our client (within 30 days of a written request) with copies of a document signed by our client evidencing the opening of the account forming the basis for the debt; and the original account-level documentation reflecting a purchase, payment, or other actual use of the account.

Please be advised that at all times relative hereto, we are disputing this debt under the FDCPA, FCRA, FCEUA and/or the UTPCPL. **AS SUCH YOU MUST 1) NOTIFY ANY CRAs YOU HAVE FURNISHED INFORMATION TO THAT THIS TRADE LINE IS DISPUTED; 2) YOU MUST CEASE ALL COLLECTION ATTEMPTS AND DELETE THE TRADE LINE UPON FINAL DISMISSAL OF THE DEBT COLLECTION LAWSUIT IF JUDGMENT IS RENDERED IN FAVOR OF DEFENDANT.** You may direct the requested proof to my office at the address listed above. **YOU HAVE THIRTY (30) DAYS TO PROVIDE THE REQUESTED PROOFS.** All future correspondence or contact shall be directed to my office until my office provides written confirmation of termination of legal representation, if such termination should ever occur. **YOU MUST PROVIDE THIS NOTICE TO ANY ASSIGNEE, TRANSFEREE OR SUBSEQUENT OWNER OF THIS OR ANY DEBT. IF YOU FAIL IN ANY OF THESE REGARDS, YOU WILL BE SUBJECT TO LIABILITY UNDER FEDERAL AND STATE CONSUMER PROTECTION LAWS.**

Very Truly Yours,

/s/ Joshua P Ward, Esq.

Joshua P. Ward, Esq.  
Direct Dial: (412) 545-3015  
Email: jward@fentersward.com

JPW/slk

cc: Amanda R. Pape-Cooper

DR 07/27/2021 (00JC47) 199.120611.11007932



## Firm Mailing Book For Accountable Mail

Name and Address of Sender	Check type of mail or service	Postage	(Extra Services)	Handling Charge	Actual Value if Registered	Insured Value	Does Sender if COD	ASR Fee	ASRD Fee	RD Fee	SC Fee	SCRD Fee	SH Fee
<b>UNITED STATES POSTAL SERVICE</b> THE LAW FIRM OF FENTERS WARD 201 SOUTH HIGHLAND AVE. SUITE 201 PITTSBURGH, PA 15206	<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail <input type="checkbox"/> Priority Mail Express <input type="checkbox"/> Registered Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Signature Confirmation Restricted Delivery												
USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code)												
6. Amanda H. Pope-Coper CV-99 per Dispute Letter	6. Amanda H. Pope-Coper 10 Bank St Pittsburgh, PA 15206 Southpointe Center Suite 205 Canonburg, PA 15317												

Affix Stamp Here:  
(for additional copies of this receipt).  
Postmark with Date of Receipt.

Privacy Notice: For more information on USPS privacy policies, visit [usps.com/privacy-policy](https://usps.com/privacy-policy).

Complete in Ink

PS Form 3877, January 2017 (Page 1 of 2)

PSN 7530-02-000-9098

DR 07/27/2021 (00JC47) 200.120611.11007932

EXHIBIT C



DR 07/27/2021 (00JC47) 201.120611.11007932

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF WashingtonENTRY OF APPEARANCE  
PURSUANT TO PARCPMDJ  
207.1(A)

Mag. Dist. No: 27-3-05  
 MDJ Name: Vacant MDJ 27-3-05  
 Address: 1929A; Route 519  
 Canonsburg, PA 15317  
 Telephone: (724) 746-1227

TD Bank USA N.A.

v.

Amanda R. Pape-Cooper

Docket No: CV-099-2019

Case Filed: 04/12/19

## TO THE MAGISTERIAL DISTRICT COURT:

Please enter my appearance on behalf of defendant Amanda R. Pape-Cooper  
 In the above captioned matter.

Attorney Name: Brian J FentersSupreme Court of Pennsylvania Attorney Identification Number: 320202Firm Name: The Law Firm of Fenters WardAddress: 201 South Highland Ave., Suite 201City, ST, Zip: Pittsburgh, PA 15206Telephone Number: (412) 545-3016

I certify that this filing complies with the provisions of the Case Records Public Access Policy of the Unified Judicial System of Pennsylvania that require filing confidential information and documents differently than non-confidential information and documents.

/s/ Brian J Fenters

Signature of Applicant

05/08/19

Date





THE LAW FIRM OF  
**FENTERS WARD**  
A I M T O W I N

201 SOUTH HIGHLAND AVE., SUITE 201  
PITTSBURGH, PA 15206

BRIAN FENTERS, ESQ.  
JOSHUA WARD, ESQ.

MANAGING PARTNERS

**412-545-3016** OFFICE  
412-540-3399 FAX

May 8, 2019

Magisterial District Number: 27-3-05

1929A; Route 519

Canonsburg, PA 15317

Phone: 724-746-1227

Sent via: Fax 724-746-3145

**RE: CV-099-2019. TD Bank USA N.A. v Amanda R. Pape-Cooper**

**INTENT TO DEFEND NOTICE:**

DEFENDANT INTENDS TO ENTER A DEFENSE. PLEASE CONSIDER THIS NOTICE PER  
Pa. R. Civ. P. MAG DIST J RULE 305(4)(a).

PLEASE NOTIFY THE PLAINTIFF THAT DEFENDANT HAS ENTERED NOTICE TO  
DEFEND PER Pa. R. Civ. P. MAG DIST J RULE 318.

ALSO, PLEASE UPDATE THE DOCKET TO SHOW THAT DEFENDANT INTENDS TO  
DEFEND AS WELL AS OUR ENTRY OF APPEARANCE.

Sincerely,

/s/ Brian Fenters

Brian J. Fenters, Esq.  
[bfenters@fentersward.com](mailto:bfenters@fentersward.com)  
PA Bar# 320202  
412-545-3016

BF/slk

CC: Amanda R. Pape-Cooper

EXHIBIT D

DR 07/27/2021 (00JC47) 204.120611.11007932

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF WASHINGTONNOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE

Mag. Dist. No: MDJ-27-3-05  
 MDJ Name: Honorable Vacant MDJ 27-3-05  
 Address: 1929-A Route 519 South  
 Canonsburg, PA 15317  
 Telephone: 724-746-1227

TD BANK USA N.A.

v.

Amanda R. Pape-Cooper

Brian J. Fenters, Esq.  
 The Law Firm of Fenters Ward  
 201 South Highland Ave Suite 201  
 Pittsburgh, PA 15206

Docket No: MJ-27305-CV-0000099-2019  
 Case Filed: 4/12/2019

## Disposition Summary (cc- Cross Complaint)

Docket No	Plaintiff	Defendant	Disposition	Disposition Date
MJ-27305-CV-0000099-2019	TD BANK USA N.A.	Amanda R. Pape-Cooper	Judgment for Plaintiff	06/06/2019

## Judgment Summary

Participant	Joint/Several Liability	Individual Liability	Amount
Amanda R. Pape-Cooper	\$0.00	\$2,655.71	\$2,655.71
TD BANK USA N.A.	\$0.00	\$0.00	\$0.00

## Judgment Finding (\*Post Judgment)

In the matter of TD BANK USA N.A. vs. Amanda R. Pape-Cooper on MJ-27305-CV-0000099-2019, on 6/06/2019 the judgment was awarded as follows:

Judgment Component	Joint/Several Liability	Individual Liability	Deposit Applied	Amount
Civil Judgment	0.00	\$2,517.96		\$2,517.96
Filing Fees	0.00	\$137.75		\$137.75
Grand Total:				\$2,655.71

## Comments:

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

Date

6/6/19

Magisterial District Judge

Mark Wilson

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date

Magisterial District Judge



RECEIVED

JUN 07 2019



DR 07/27/2021 (00JC47) 205.120611.11007932

TD BANK USA N.A.  
v.  
Amanda R. Pape-Cooper

Docket No.: MJ-27305-CV-0000099-2019

## Participant List

### Private(s)

Brian J. Fenters, Esq.  
The Law Firm of Fenters Ward  
201 South Highland Ave Suite 201  
Pittsburgh, PA 15206

Gregg Lawrence Morris, Esq.  
Patenaude & Felix, A.P.C.  
501 Corporate Drive  
Suite 2015  
Canonsburg, PA 15317

Bryan Jon Polas, Esq.  
Patenaude & Felix, A.P.C.  
501 Corporate Drive Suite 205  
Canonsburg, PA 15317

### Plaintiff(s)

TD BANK USA N.A.  
C/O Patenaude & Felix, A.P.C.  
501 Corporate Drive, Southpoint Center Suite 205  
Canonsburg, PA 15317

### Defendant(s)

Amanda R. Pape-Cooper  
1585 Hillcrest Ave  
Washington, PA 15301-1229



EXHIBIT E

DR 07/27/2021 (00JC47) 207.120611.11007932

## COMMONWEALTH OF PENNSYLVANIA

## COURT OF COMMON PLEAS

Judicial District, County Of

27 WASHINGTON

## NOTICE OF APPEAL

FROM

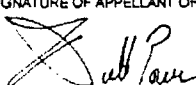
MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 2019-2795

JOY S. RANKO  
A TRUE COPY  
PROTHONOTARY  
6-10-19

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the Magisterial District Judge on the date and in the case referenced below.

NAME OF APPELLANT <b>Amanda R. Pape-Cooper</b>		MAG. DIST. NO. <b>27-3-05</b>	NAME OF MDJ <b>Honorable Vacant MDJ</b>	
ADDRESS OF APPELLANT <b>1585 Hillcrest Avenue</b>		CITY <b>Washington</b>	STATE <b>PA</b>	ZIP CODE <b>15301-1229</b>
DATE OF JUDGMENT <b>06/06/2019</b>	IN THE CASE OF (Plaintiff) <b>TD Bank USA, N.A.</b>		(Defendant) <b>Amanda R. Pape-Cooper</b>	
DOCKET No. <b>MJ-27305-CV-0000099-2019</b>		SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT 		
This block will be signed ONLY when this notation is required under Pa. R.C.P.M.D.J. No. 1008. This Notice of Appeal, when received by the Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case.		If appellant was Claimant (see Pa. R.C.P.M.D.J. No. 1001(6) in action before a Magisterial District Judge, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.		
_____ Signature of Prothonotary or Deputy				

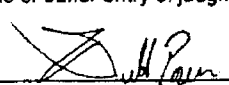
## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa.R.C.P.M.D.J. No. 1001(7) in action before Magisterial District Judge. IF NOT USED, detach from copy of notice of appeal to be served upon appellee.

PRAECIPE: To Prothonotary

Enter rule upon TD Bank USA, N.A. appellee(s), to file a complaint in this appeal  
Name of appellee(s)

(Common Pleas No. 2019-2795) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

  
Signature of appellant or attorney or agent

RULE: To TD Bank USA, N.A. appellee(s)  
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS MAY BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of the mailing

Date: 6-10-2019

  
JOY SCHREY RANKO, PROTHONOTARY  
My Term Expires First Monday In January, 2020

YOU MUST INCLUDE A COPY OF THE NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THIS NOTICE OF APPEAL.  
The appellee and the magisterial district judge in whose office the judgment was rendered must be served with a copy of this Notice pursuant to Pa.R.C.P.M.D.J. 1005(A).

SCANNED

11 JUN 2019

BY: 

DR 07/27/2021 (00JC47) 208.120611.11007932

## COMMONWEALTH OF PENNSYLVANIA

## COURT OF COMMON PLEAS

Judicial District, County Of

27 WASHINGTON

## NOTICE OF APPEAL

FROM


MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 2019-2795

JOY S. RANKO  
A TRUE COPY  
PROTHONOTARY  
6-10-19

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the Magisterial District Judge on the date and in the case referenced below.

NAME OF APPELLANT Amanda R. Pape-Cooper		MAG DIST NO 27-3-05	NAME OF MDJ Honorable Vacant MDJ	
ADDRESS OF APPELLANT 1585 Hillcrest Avenue		CITY Washington	STATE PA	ZIP CODE 15301-1229
DATE OF JUDGMENT 06/06/2019	IN THE CASE OF (Plaintiff) TD Bank USA, N.A.		(Defendant) Amanda R. Pape-Cooper	
DOCKET No. MJ-27305-CV-0000099-2019		SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT 		
This block will be signed ONLY when this notation is required under Pa. R.C.P.M.D.J. No. 1008. This Notice of Appeal, when received by the Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case.		If appellant was Claimant (see Pa. R.C.P.M.D.J. No. 1001(6) in action before a Magisterial District Judge, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.		
_____ Signature of Prothonotary or Deputy				

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PRAECIPE: To Prothonotary

Enter rule upon TD Bank USA, N.A. appellee(s), to file a complaint in this appeal  
Name of appellee(s)

(Common Pleas No. 2019-2795) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

  
Signature of appellant or attorney or agent

RULE: To TD Bank USA, N.A. . appellee(s)  
Name of appellee(s)

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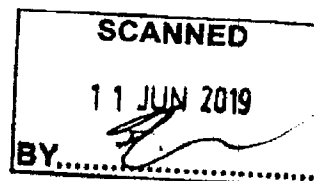
(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS MAY BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of the mailing.

Date 6-10-2019

  
JOY SCHURY RANKO, PROTHONOTARY  
Signature of Prothonotary or Deputy

YOU MUST INCLUDE A COPY OF THE NOTICE OF JUDGMENT/TRANSITION FROM JUDGE TO JUDGE WITH THIS NOTICE OF APPEAL.  
The appellee and the magisterial district judge in whose office the judgment was rendered must be served with a copy of this Notice pursuant to Pa. R.C.P.M.D.J. 1005(A).





DR 07/27/2021 (00JC47) 209.120611.11007932

## COMMONWEALTH OF PENNSYLVANIA

## COURT OF COMMON PLEAS

Judicial District, County Of

27 WASHINGTON

## NOTICE OF APPEAL

FROM


MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 2019-2795

JOY S. RANKO  
A TRUE COPY  
PROTHONOTARY  
6-10-19

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the Magisterial District Judge on the date and in the case referenced below.

NAME OF APPELLANT Amanda R. Pape-Cooper		MAG. DIST. NO. 27-3-05	NAME OF MDJ Honorable Vacant MDJ	
ADDRESS OF APPELLANT 1585 Hillcrest Avenue		CITY Washington	STATE PA	ZIP CODE 15301-1229
DATE OF JUDGMENT 06/06/2019	IN THE CASE OF (Plaintiff) TD Bank USA, N.A.		(Defendant) Amanda R. Pape-Cooper	
DOCKET No. MJ-27305-CV-0000099-2019		SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT 		
This block will be signed ONLY when this notation is required under Pa. R.C.P.M.D.J. No. 1008. This Notice of Appeal, when received by the Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case.		If appellant was Claimant (see Pa. R.C.P.M.D.J. No. 1001(6)) in action before a Magisterial District Judge, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.		
_____ Signature of Prothonotary or Deputy				

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

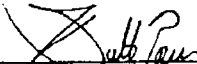
(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.M.D.J. No. 1001(7)) in action before Magisterial District Judge. IF NOT USED, detach from copy of notice of appeal to be served upon appellee.

## PRAECIPE: To Prothonotary

Enter rule upon TD Bank USA, N.A. appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. 2019-2795) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

  
Signature of appellant or attorney or agent

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Name of appellee(s)

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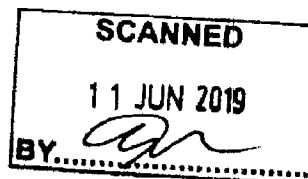
(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS MAY BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of the mailing

Date 6-10-2019

  
JOY S. RANKO, PROTHONOTARY  
My Term Expires First Monday in January, 2020

YOU MUST INCLUDE A COPY OF THE NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THIS NOTICE OF APPEAL.  
The appellee and the magisterial district judge in whose office the judgment was rendered must be served with a copy of this Notice pursuant to Pa. R.C.P.M.D.J. 1005(A).



DR 07/27/2021 (00JC47) 210.120611.11007932

## COMMONWEALTH OF PENNSYLVANIA

## COURT OF COMMON PLEAS

Judicial District, County Of

27 WASHINGTON

NOTICE OF APPEAL

FROM

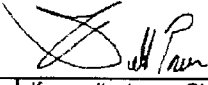
MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 2019-2795

JOY S. RANKO  
A TRUE COPY  
PROTHONOTARY  
6-10-19

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the Magisterial District Judge on the date and in the case referenced below.

NAME OF APPELLANT Amanda R. Pape-Cooper		MAG. DIST. NO. 27-3-05	NAME OF MDJ Honorable Vacant MDJ	
ADDRESS OF APPELLANT 1585 Hillcrest Avenue		CITY Washington	STATE PA	ZIP CODE 15301-1229
DATE OF JUDGMENT 06/06/2019	IN THE CASE OF (Plaintiff) TD Bank USA, N.A.		(Defendant) Amanda R. Pape-Cooper	
DOCKET No. MJ-27305-CV-0000099-2019		SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT 		

This block will be signed ONLY when this notation is required under Pa. R.C.P.M.D.J. No. 1008.

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Signature of Prothonotary or Deputy

If appellant was Claimant (see Pa. R.C.P.M.D.J. No. 1001(6) in action

before a Magisterial District Judge, A COMPLAINT MUST BE FILED within

twenty

(20) days after filing the NOTICE of APPEAL.

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.M.D.J. No. 1001(7) in action before Magisterial District Judge. IF NOT USED, detach from copy of notice of appeal to be served upon appellee.

PRAECIPE: To Prothonotary

Enter rule upon TD Bank USA, N.A. appellee(s), to file a complaint in this appeal  
Name of appellee(s)

(Common Pleas No. 2019-2795) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or attorney or agent

RULE: To TD Bank USA, N.A., appellee(s)  
Name of appellee(s)

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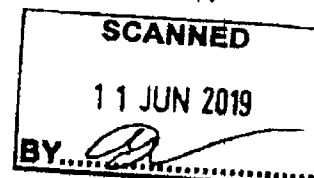
(3) The date of service of this rule if service was by mail is the date of the mailing

Date 6-10-2019

  
JOY SCHURY RANKO PROTHONOTARY  
My Term Expires First Monday in January, 2020

YOU MUST INCLUDE A COPY OF THE NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THIS NOTICE OF APPEAL.  
The appellee and the magisterial district judge in whose office the judgment was rendered must be served with a copy of this Notice pursuant to Pa. R.C.P.M.D.J. 1005(A).

AOPC 312-05



DR 07/27/2021 (00JC47) 211.120611.11007932

EXHIBIT F

DR 07/27/2021 (00JC47) 212.120611.11007932

IN THE COURT OF COMMON PLEAS OF WASHINGTON COUNTY,  
PENNSYLVANIA

TD BANK USA, N.A.,

*Plaintiff,*

vs.

AMANDA R. PAPE-COOPER,

*Defendant.*

CIVIL DIVISION

2019-2795

**PRAECIPE TO DISMISS CASE  
WITH PREJUDICE**

Filed on Behalf of Defendant:  
Amanda R. Pape-Cooper

Counsel of Record for This Party:

**THE LAW FIRM OF FENTERS WARD**

Joshua P. Ward  
Pa. I.D. No. 320347

The Rubicon Building  
201 South Highland Avenue  
Suite 201  
Pittsburgh, PA 15206

Telephone No.: 412 - 545 - 3016  
Fax No.: 412 - 540 - 3399  
E-mail: bfenters@FentersWard.com

**FILED**

**MAY 19 2020**

**L. H. HOUGH  
PROTHONOTARY**

RECEIVED MAY 20 2020

2507

DR 07/27/2021 (00JC47) 213.120611.11007932

OFFICE OF  
PROTHONOTARY OF WASHINGTON COUNTY  
WASHINGTON, PA 15301

NAME Law Firm of Fentes Ward

581591

CASH	CHECK	CLERK	DATE	TRANS NO.	D K T T R M	AMOUNT	DEPT.
------	-------	-------	------	-----------	----------------	--------	-------

TD. Bank USA

DATE 05/19/2020 TUE

VS.

DISCOUNT	\$0.00
FEES PAID	\$8.00
TOTAL	\$8.00
CHECK	\$8.00
NO 000000 JOY	TIME 1:12

Pape-Cooper

TOTAL

2019-2795

Praecipe to Dismiss without ~~Prejudice~~ Prejudice

DR 07/27/2021 (00JC47) 214.120611.11007932

**CONFIDENTIAL  
DOCUMENT FORM***Case Records Public Access Policy of the Unified Judicial System of Pennsylvania*204 Pa. Code § 213.81  
[www.pacourts.us/public-records](http://www.pacourts.us/public-records)AMANDA PAPE-COOPER  
(Party name as displayed in case caption)AR-21-  
Docket/Case No.

Vs.

T.D. BANK USA, N.A. and TRANSUNION, LLC  
(Party name as displayed in case caption)Common Pleas Allegheny  
CourtThis form is associated with the pleading titled Complaint, dated May 24, 2021.

Pursuant to the *Case Records Public Access Policy of the Unified Judicial System of Pennsylvania*, the Confidential Document Form shall accompany a filing where a confidential document is required by law, ordered by the court, or is otherwise necessary to effect the disposition of a matter. This form shall be accessible to the public, however the documents attached shall not be publicly accessible, except as ordered by a court. The documents attached will be available to the parties, counsel of record, the court, and the custodian. **Please only attach documents necessary for the purposes of this case.** Complete the entire form and check all that apply. This form and any additional pages must be served on all unrepresented parties and counsel of record.

Type of Confidential Document	Paragraph, page, etc. where the confidential document is referenced in the filing:
<input checked="" type="checkbox"/> Financial Source Documents	
<input type="checkbox"/> Tax Returns and schedules	
<input type="checkbox"/> W-2 forms and schedules including 1099 forms or similar documents	
<input type="checkbox"/> Wage stubs, earning statements, or other similar documents	
<input checked="" type="checkbox"/> Credit card statements	Exhibit G, H
<input checked="" type="checkbox"/> Financial institution statements (e.g., investment/bank statements)	Exhibit G, H
<input type="checkbox"/> Check registers	
<input type="checkbox"/> Checks or equivalent	
<input type="checkbox"/> Loan application documents	
<input type="checkbox"/> Minors' educational records	
<input type="checkbox"/> Medical/Psychological records	
<input type="checkbox"/> Children and Youth Services' records	
<input type="checkbox"/> Marital Property Inventory and Pre-Trial Statement as provided in Pa.R.C.P. No. 1920.33	
<input type="checkbox"/> Income and Expense Statement as provided in Pa.R.C.P. No. 1910.27(c)	
<input type="checkbox"/> Agreements between the parties as used in 23 Pa.C.S. §3105	

I certify that this filing complies with the provisions of the *Case Records Public Access Policy of the Unified Judicial System of Pennsylvania* that require filing confidential information and documents differently than non-confidential information and documents.

/s/ Joshua P. Ward  
Signature of Attorney or Unrepresented Party

05/24/21  
Date

Name: Joshua P. Ward  
Address: 201 South Highland Avenue, Suite 201  
Pittsburgh, PA 15206

Attorney Number: (if applicable) 320347  
Telephone: (412) 545-3015  
Email: jward@jpward.com

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

AMANDA PAPE-COOPER,

*Plaintiff,*

vs.

T.D. BANK USA, N.A.,

*Defendant,*

*and,*

TRANSUNION, LLC,

*Defendant.*

CIVIL DIVISION

ELECTRONICALLY FILED

Case No. AR-21-\_\_\_\_\_

CONFIDENTIAL EXHIBIT TO  
COMPLAINT IN CIVIL ACTION  
EXHIBIT G, H

Filed on Behalf of Plaintiff:  
Amanda Pape-Cooper

Counsel of Record for this Party:  
J.P. WARD & ASSOCIATES, LLC

Joshua P. Ward  
Pa. I.D. No. 320347

J.P. WARD & ASSOCIATES, LLC  
The Rubicon Building  
201 South Highland Avenue  
Suite 201  
Pittsburgh, PA 15206

Telephone: (412) 545-3015  
Fax No.: (412) 540-3399  
E-mail: jward@jpward.com

DR 07/27/2021 (00JC47) 216.120611.11007932

EXHIBIT G



DR 07/27/2021 (003C47) 217.120611.11007932



THE LAW FIRM OF  
**FENTERS WARD**  
AIM TO WIN

201 SOUTH HIGHLAND AVE., SUITE 201  
PITTSBURGH, PA 15206

BRIAN FENTERS, ESQ.  
JOSHUA WARD, ESQ.

MANAGING PARTNERS

412-545-3016 OFFICE  
412-540-3399 FAX

MAY 28, 2020

**SENT VIA FIRST CLASS MAIL**

EQUIFAX  
P.O. Box 740241  
ATLANTA, GA 30374

RE: **FCRA — NOTICE OF DISPUTED TRADE LINE - 15 U.S.C.A. 1681i (A)(2).**

NAME: AMANDA PAPE-COOPER  
ADDRESS: 1585 HILLCREST STREET  
WASHINGTON, PA 15301

DOB:

SSN:

ACCOUNT NO:

FURNISHER: TD BANK USA, TARGET CREDIT CARD

TO WHOM IT MAY CONCERN:

PLEASE BE ADVISED THAT THE LAW FIRM OF FENTERS WARD REPRESENTS THE ABOVE-NAMED CLIENT, AS ATTORNEY-IN-FACT, AND DULY AUTHORIZED AGENT, WITH RESPECT TO A DEBT-COLLECTION LAWSUIT. THIS LETTER SHALL SERVE AS FORMAL NOTIFICATION OF THE CONSUMER'S DISPUTE OF THE ASSOCIATED TRADE LINE REFERENCED IN THE SUBJECT LINE HEREINABOVE.

WE HAVE NOTIFIED THE CREDITOR AND/OR FURNISHER OF THIS DISPUTE NOTICE, AND HAVE DISPUTED THE VALIDITY OF THE OBLIGATION IN ITS ENTIRETY WITH THE FURNISHER/CREDITOR.

AS A CREDIT REPORTING AGENCY, YOU MUST AGAIN NOTIFY THE FURNISHER OF THE DISPUTE. BE ADVISED THAT WE EXPECT TO PREVAIL IN THE UNDERLYING LAWSUIT, AND OBTAIN A FINAL COURT ORDER RENDERING THE ALLEGED OBLIGATION UNENFORCEABLE, INVALID, AND NON-EXISTENT. THEREFORE, THE FURNISHER HAS A DUTY TO REMOVE THE TRADE LINE FROM OUR CLIENT'S CREDIT REPORT AT THAT TIME. SHOULD THE FURNISHER FAIL TO REMOVE THE TRADE LINE, WE WILL FILE A CIVIL LAWSUIT AGAINST THE FURNISHER, PURSUANT TO 15 U.S.C.A. §§ 1681s-2(b), 1681(n) AND (o).

KINDLY NOTIFY THE FURNISHER OF THE CONSUMER'S DISPUTE PURSUANT TO 15 U.S.C.A. 1681i(A)(2). THANK YOU FOR YOUR ANTICIPATED COOPERATION IN THIS MATTER.

VERY TRULY YOURS,

/s/ JOSHUA P WARD, ESQ.

JOSHUA P. WARD, ESQUIRE  
JWARD@FENTERSWARD.COM  
(412) 545-3015

JPW/CAF

DR 07/27/2021 (00JC47) 218.120611.11007932



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 PITTSBURGH, PA 15206

BRIAN FENTERS, ESQ.  
 JOSHUA WARD, ESQ.

MANAGING PARTNERS

412-545-3016 OFFICE  
 412-540-3399 FAX

MAY 28, 2020

**SENT VIA FIRST CLASS MAIL**

EXPERIAN  
 P.O. Box 2002  
 ALLEN, TX 75013

RE: **FCRA — NOTICE OF DISPUTED TRADE LINE - 15 U.S.C.A. 1681i (A)(2).**

NAME: AMANDA PAPE-COOPER  
ADDRESS: 1585 HILLCREST STREET  
 WASHINGTON, PA 15301

DOB:

SSN:

ACCOUNT NO:

FURNISHER: TD BANK USA, TARGET CREDIT CARD

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VERY TRULY YOURS,

/s/ JOSHUA P WARD, ESQ.

JOSHUA P. WARD, ESQUIRE  
 JWARD@FENTERSWARD.COM  
 (412) 545-3015

JPW/MAF

DR 07/27/2021 (00JC47) 219.120611.11007932



THE LAW FIRM OF  
**FENTERS WARD**  
 A I M T O W I N

201 SOUTH HIGHLAND AVE., SUITE 201  
 PITTSBURGH, PA 15206

BRIAN FENTERS, ESQ.  
 JOSHUA WARD, ESQ.

MANAGING PARTNERS

412-545-3016 OFFICE  
 412-540-3399 FAX

MAY 28, 2020

**SENT VIA FIRST CLASS MAIL**

TRANSUNION  
 P.O. Box 1000  
 CHESTER, PA 19022

RE: **FCRA – NOTICE OF DISPUTED TRADE LINE - 15 U.S.C.A. 1681i (A)(2).**  
NAME: AMANDA PAPE-COOPER  
ADDRESS: 1585 HILLCREST STREET  
 WASHINGTON, PA 15301  
DOB: [REDACTED]  
SSN: [REDACTED]  
ACCOUNT NO: [REDACTED]  
FURNISHER: TD BANK USA, TARGET CREDIT CARD

TO WHOM IT MAY CONCERN:

PLEASE BE ADVISED THAT THE LAW FIRM OF FENTERS WARD REPRESENTS THE ABOVE-NAMED CLIENT, AS ATTORNEY-IN-FACT, AND DULY AUTHORIZED AGENT, WITH RESPECT TO A DEBT-COLLECTION LAWSUIT. THIS LETTER SHALL SERVE AS FORMAL NOTIFICATION OF THE CONSUMER'S DISPUTE OF THE ASSOCIATED TRADE LINE REFERENCED IN THE SUBJECT LINE HEREINABOVE.

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VERY TRULY YOURS,

/s/ JOSHUA P WARD, ESQ.

JOSHUA P. WARD, ESQUIRE  
 JWARD@FENTERSWARD.COM  
 (412) 545-3015

JPW/CAF

DR 07/27/2021 (00JC47) 220.120611.11007932



## Firm Mailing Book For Accountable Mail

Check type of mail or service

☐ Adult Signature Required ☐ Priority Mail Express

☐ Adult Signature Restricted Delivery ☐ Registered Mail

☐ Certified Mail ☐ Return Receipt for Merchandise

☐ Certified Mail Restricted Delivery ☐ Signature Confirmation

☐ Collect on Delivery (COD) ☐ Signature Confirmation Restricted Delivery

☐ Insured Mail

☐ Priority Mail

Name and Address of Sender

THE LAW FIRM OF FENTERS WARD  
201 S HIGHLAND AVE, STE 201  
PITTSBURGH, PA 15206



Affix Stamp Here  
(for additional copies of this receipt)  
Postmark with Date of Receipt

MAY 28, 2020

USPS Tracking/Article Number	Address (Name, Street, City, State, & ZIP Code*)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SH Fee
1. EXPERIAN INFORMATION SERVICES, LLC P.O. BOX 2002 ALLEN, TX 75013	AMANDA PAPE-COOPER CV CV-99 TD BANK CRA 2B DISPUTE LETTER												
2. EQUIFAX INFORMATION SERVICES, INC P.O. BOX 740241 ATLANTA, GA 30374	AMANDA PAPE-COOPER CV-99 TD BANK CRA 2B DISPUTE LETTER												
3. TRANSUNION, LLC P.O. BOX 1000 CHESTER, PA 19022	AMANDA PAPE-COOPER CV-99 TD BANK CRA 2B DISPUTE LETTER												
5.													
6.													
7.													
8.													

Postmaster, Permitted or receiving employee(s)

Total Number of Pieces Listed by Sender

4

Total Number of Pieces Received at Post Office

4

PS Form 3877, January 2017 (Page 1 of 2)

PSN 7530-02-000-9058

Complete in ink

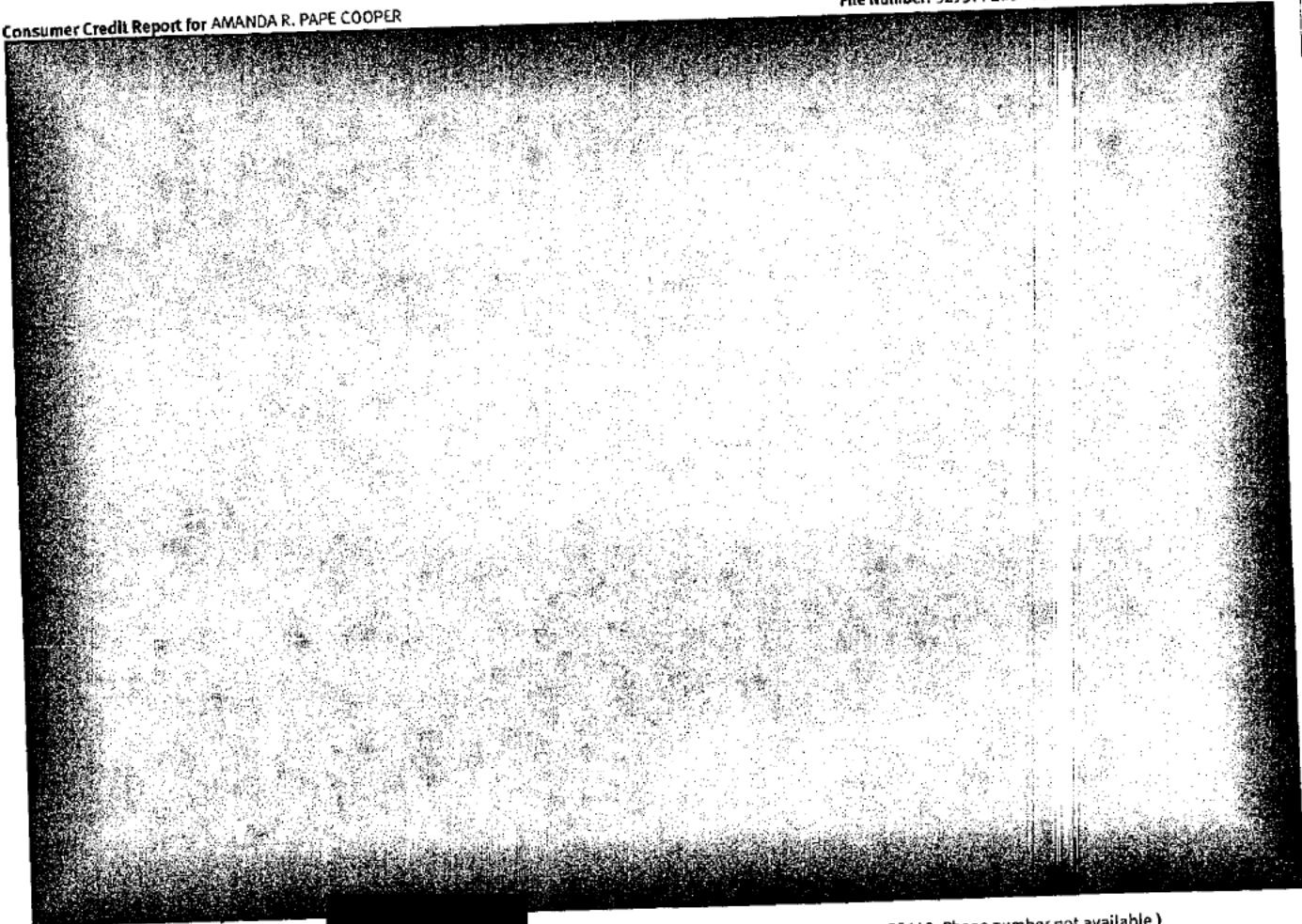
Privacy Notice: For more information on USPS privacy policies, visit [usps.com/privacypolicy](https://usps.com/privacypolicy).

DR 07/27/2021 (001c47) 221.120611.11007932

EXHIBIT H



Consumer Credit Report for AMANDA R. PAPE COOPER



**TD BANK USA/TARGET CREDIT CARD**

Date Opened: 07/29/2015  
 Responsibility: Individual Account  
 Account Type: Revolving Account  
 Loan Type: CREDIT CARD

\* (NCD-0450, PO BOX 1470, MINNEAPOLIS, MN 55440, Phone number not available)  
 Date Updated: 06/27/2020  
 Payment Received: \$0  
 Last Payment Made: 04/20/2018  
 Original Charge-off: \$2,517

Pay Status: Charged Off  
 Terms: Paid Monthly  
 Date Closed: 11/26/2018  
 Maximum Delinquency of 120 days in 09/2018 and in 10/2018

High Balance: High balance of \$2,517 from 05/2020 to 06/2020  
 Credit Limit: Credit limit of \$2,000 from 05/2020 to 06/2020  
 Estimated month and year that this item will be removed: 04/2025

	06/2020	05/2020	04/2020	03/2020	02/2020	01/2020	12/2019	11/2019	10/2019	09/2019	08/2019	07/2019
Balance	\$2,517	\$2,517										
Scheduled Payment		\$0										
Amount Paid		\$0	\$190									
Past Due	\$2,517	\$2,517										
Remarks	CBG/PRL	CBG/PRL										
Rating	C/O	C/O	C/O	C/O	C/O	C/O	C/O	C/O	C/O	C/O	C/O	C/O
	06/2019	05/2019	04/2019	03/2019	02/2019	01/2019	12/2018	11/2018	10/2018	09/2018	08/2018	07/2018
Rating	C/O	C/O	C/O	C/O	C/O	C/O	C/O	C/O	120	120	90	60
	06/2018	05/2018	04/2018	03/2018	02/2018	01/2018	12/2017	11/2017	10/2017	09/2017	08/2017	07/2017
Rating	30	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	06/2017	05/2017	04/2017	03/2017	02/2017	01/2017	12/2016	11/2016	10/2016	09/2016	08/2016	07/2016
Rating	OK	OK	OK	OK	OK	30	OK	OK	OK	OK	OK	OK
	02/2016	01/2016	12/2015	11/2015	10/2015	09/2015						
Rating	OK	OK	OK	OK	OK	OK						

To dispute online go to: <http://transunion.com/disputeonline>

**VERIFICATION**

I, JOSHUA P. WARD, ESQ., have read the foregoing COMPLAINT and verify that the statements therein are correct to the best of my personal knowledge, information, and/or belief. I have gained this information from discussions with Plaintiff. This verification is made on behalf of Plaintiff. Plaintiff will produce their verification if/when there is an objection by Defendant or upon directive from the court.

I understand that this verification is made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities, which provides that if I knowingly make false averments, I may be subject to criminal penalties.

Respectfully submitted,

**J.P. WARD & ASSOCIATES, LLC**



Date: May 24, 2021

By: \_\_\_\_\_  
Joshua P. Ward (Pa. I.D. No. 320347)  
Kyle H. Steenland (Pa. I.D. No. 327786)

J.P. Ward & Associates, LLC  
The Rubicon Building  
201 South Highland Avenue  
Suite 201  
Pittsburgh, PA 15206

Counsel for Plaintiff